

EXHIBIT M



Print a Copy

Terms & Conditions

User Agreement

IMPORTANT: TO ENROLL YOU MUST CONSENT TO RECEIVE NOTICES AND INFORMATION ABOUT THE RETAIN ELECTRONIC COMMUNICATIONS BEFORE YOU ACCEPT THE TERMS OF THE USER AGREEMENT. CONDITIONS UNDER WHICH YOU MAY UTILIZE THE VARIOUS FEATURES OF THE SERVICE, AS MORE CONSENT TO RECEIVE INFORMATION ELECTRONICALLY AND AGREE TO THE TERMS AND CONDITIONS OF INFORMATION ABOUT THE SERVICE TO YOU BY NON-ELECTRONIC MEANS.

I. Citi Online

By linking your User ID and Password to your Citibank® Banking Card number ("CIN") and ATM PIN to sign on and conduct certain types of transactions in your Citibank deposit and loan accounts linked to your CIN. Citi Online Citigroup affiliates, such as investment accounts at Citigroup Global Markets Inc., which is a subsidiary of Citigroup.

In order to improve the service we provide you, we offer an online service provided by Citibank that helps you by giving you access to your accounts at Citibank and Other Citigroup Affiliates that are linked to your CIN through

II. Citi Online Banking User Agreement

IN THIS AGREEMENT, the words "you" and "your" mean the Citibank customer (including consumers, sole proprietorship, partnership, corporation, or other legal entity). "Citibank," "we," "us," and "our" mean Citibank, N.A. "Other Citigroup Affiliate" means Citigroup or any successors or assigns. "Citi Credit Cards" means certain credit cards issued by Citibank, N.A. "Other Information Providers" defined below, other than Citibank or any Other Citigroup Affiliate. Other Information Providers may include, among others, an Exchange and NASDAQ Stock Market. "Access Service Provider" means any Internet Service Provider providing connection to the Internet in addition to its own proprietary private network, for example, America Online. "Other Citigroup Affiliate" means Citigroup or any Other Citigroup Affiliate.

A. What this Agreement Covers.

This Agreement between you and Citibank governs the use of the online functions accessible through the service. Citibank customers to access a number of financial services through the Internet using personal computers or similar access devices. Other Citigroup Affiliate which you access and transact upon through Citi Online may be governed by separate agreements with Citigroup (including online Help tools and similar content) appearing on screen when enrolling in or using a particular service.

B. Accepting the Agreement.

You understand that by selecting I Agree below, you will agree to the terms and conditions of this Agreement. You agree that Citibank or an Other Citigroup affiliate may download certain information, including customer identification information, for the purpose of conducting a transaction. By accepting this Agreement, you hereby authorize: (i) the applicable Other Citigroup Affiliate to provide account information to Citigroup to conduct transaction in your linked account(s); and (ii) Citibank to request, receive and present information about Citigroup accounts, applicable, transmit instructions initiated by you through Citi Online to the Other Citigroup Affiliate to conduct transactions.

C. Maintaining Your Accounts.

You agree to properly maintain any accounts you have with Citibank or any Other Citigroup Affiliate, to comply with the terms and conditions associated with the use or maintenance of these accounts, including commissions you may incur in connection with the use of business accounts through Citi Online. You agree that access to business accounts and linking business accounts to Citi Online is subject to the terms and conditions of the applicable Citigroup Affiliate.

elect to link your consumer and business accounts and use a common User ID and password for Citi Online to obligations under applicable account agreements, you agree to maintain and use business accounts for business

D. Services.

The following are examples of what you can do using Citi Online. Some of these services require an account link agreements. - Apply for or open additional accounts and services.

- Get cash advances from Citi Credit Cards.
- Borrow from eligible Citibank loan accounts with funds transferred to checking, savings, insured money market accounts.
- Transfer funds between checking, savings, and insured money market accounts.
- Transfer funds between your Citigroup Global Markets Inc. Investment Account* and your Citigold checking, savings, and insured money market accounts.
- Make transfer payments to eligible Citibank loan accounts with funds transferred from checking, savings and insured money market accounts.
- Make transfer payments to Citi Credit Cards with funds transferred from checking, savings and insured money market accounts.
- Initiate domestic and international wire transfers subject to applicable limits. If you send funds in a foreign currency, we may include a commission.
- Pay bills or send money to payees you designate from checking, and eligible Citibank loan products.
- Request stop payment on your personal checks.
- Get account information and/or statement update for checking, savings, insured money market accounts, eligible Citibank loan accounts, and Citigroup Global Markets Inc. Investment Accounts.
- Access information about Citibank and Other Citigroup Affiliates, their products and services, and other items.
- Receive and send electronic messages to Citibank and Other Citigroup Affiliates.

*Please see the Citibank Client Manual— Consumer Accounts for more information about eligible investment accounts.

INVESTMENT AND INSURANCE PRODUCTS: NOT INSURED BY THE FDIC • NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY, BY THE BANK, OR BY ANY AFFILIATE OF THE BANK • NOT A DEPOSIT • MAY BE SUBJECT TO INVESTMENT RISK, INCLUDING LOSS OF THE INVESTMENT'S PRINCIPAL

Investment products are offered through Citigroup Global Markets Inc. ("CGMI"), member [SIPC](#), under the control of Citigroup Inc. Accounts carried by Pershing LLC, member [FINRA](#), NYSE, [SIPC](#).

E. Applying for Additional Accounts and Services.

If you apply for an account or service through Citi Online, or ask to change an account or service you already use, we will treat your request as if it had been made in writing and signed by you.

F. Transfers and Bill Payments.

When you instruct Citibank to transfer funds between your linked accounts or pay a bill through Citi Online, you designate the payee. You agree that you will instruct Citibank to make a withdrawal only when a sufficient balance is or will be available. Citibank is not obligated to act on any withdrawal instruction from you if sufficient funds, including those available through an overdraft, are not available.

Citibank processes an online bill payment request in one of two ways:

1. By transferring funds to the payee electronically
2. By sending a Citibank Official Bank Check to individual payees

If the payment is made by check, you should allow at least 5-7 business days for the payee to receive payment without a postmark, as Citibank uses pre-printed envelopes with postal permit numbers for mailing. In addition, Citibank may process electronic payments initiated from online banking websites. Because payments to government agencies are costly, we encourage you to make your payments with this in mind as Citibank is not responsible for any fees you may incur as a result of a late deposit.

For an electronic funds transfer, we generally deduct the money from your account on the Payment Date you specify to the payee on that day. However, if you specify a date that falls on a Saturday, Sunday, or holiday, we will deduct the money on the next business day.

In the case of payments made by Citibank Official Bank check, we generally deduct the money from your account on the next business day (not including Saturdays). However, if you specify a date that falls on a Sunday or holiday, we will deduct the money from your account on the next business day.

You may call Citibank at the number listed in Section N of this Agreement to confirm that a bill payment was sent that appears on your monthly Citibank account statement. Citibank is not responsible for postal delays or processing errors.

If there are insufficient funds available in your designated account on the day a transfer or bill payment is scheduled, Citibank will automatically try to complete it on the next two consecutive calendar days with the exceptions of Thanksgiving, Christmas Eve, and Christmas Day. If Citibank is unable to complete the transfer or bill payment, we will cancel the transfer or bill payment and notify you of this. If you have designated a checking account as your account, Citibank may debit your Checking Plus® (variable rate) Account to cover the transaction.

You can cancel a future payment or automatic transfer from your Citibank account through Citi Online or by written notice. We must receive your notice by 11:59 p.m. Eastern Time of the day prior to the date you specified within two weeks.

For details on current rules, policies and procedures for processing bill payments and transfers (including limitations), see the Asked Questions content within the Online Bill Payment and Transfers Services on Citi Online.

G. Security Procedures.

Citi Online has been designed to reduce the possibility of fraud and error by placing the issuance of a User ID, only upon entry of valid Codes. You authorize Citibank to treat any instruction made on Citi Online with valid Codes as conclusive evidence to the contrary, Citibank records will be conclusive regarding any access to, or action taken on Citi Online. Codes and you will not allow any person (including another Citibank customer or your employee) to use the Codes. Citibank will therefore consider any access to Citi Online through use of valid Codes to be duly authorized, and who is actually accessing the system. You confirm that the security system and controls are commercially reasonable. If you authorize a wire or cable transfer, Citibank may follow a security procedure established for your protection that may entail the use of a security code. In certain instances, Citibank may also decline to act upon your instructions. Citibank may employ security measures and use of data that authenticates you or your computer. You agree to these security procedures, and you will respond in compliance with requests resulting from these security procedures and will be bound by any results purporting to be you.

H. Additional Provisions Applicable to Business Accounts.

You represent that each individual who has been granted access to Citi Online has general authority from your organization to use your Codes (including general authority over the movement of your funds and over accounts with Citibank) and to follow instructions from the individual identified by such Codes. You accept responsibility for unauthorized access to Citi Online. In the event of any conflict between the authority of an individual (including the entitlement to initiate and approve financial transactions, power of attorney or other means and that granted through this Agreement (including additional provisions applicable to business accounts).

I. What Citi Online Will Cost.

There are currently no monthly service charges or transaction fees for Citi Online. However, you are responsible for the cost of the telephone charges for the telephone charges in effect from time to time. You are also responsible for all telephone charges for the telephone charges in effect from time to time. In addition, bill payments may be included in determining the monthly service charge for a Basic Bank Account. request on Citi Online - for example, services of Other Information Providers. You will be informed of the cost of the telephone charges in effect from time to time.

J. Changes in Terms/Fees.

Citibank may change the Citi Online services and the terms, including fees, set forth in this Agreement or disclosed by applicable law, either by mail or by an electronic message. You understand that by using Citi Online after a change in terms, you agree to the new terms.

K. Cancellation.

This agreement will remain in effect until it is terminated by you or Citibank. You understand that termination of this agreement will not terminate your accounts with Other Citigroup Affiliates. Citibank may cancel this Agreement at any time without notice to you in advance, but we are not obliged to do so.

L. Limit of Citibank and Other Providers' Responsibility.

Citibank agrees to make reasonable efforts to ensure full performance of Citi Online. Citibank and Other Citigroup Affiliates do not assume responsibility for the accuracy or timeliness of messages you send. Neither Citibank nor any Other Citigroup Affiliate is responsible for the accuracy or timeliness of messages you send.

Internet Service Provider or caused by any browser software. Neither Citibank nor any Other Citigroup Affiliate not given sufficiently in advance to allow for timely payment or delays in mail service.

Any information you receive from Citibank, Other Citigroup Companies or Other Information Providers is believed for your convenience and is not guaranteed. Neither Citibank, nor Other Citigroup Affiliate nor any Other Information Provider makes any representation as to the timeliness of such information or for any investment or other decision made using this information.

None of Citibank, any Other Citigroup Affiliate or any Other Information Provider is responsible for any computer virus or other damage to your computer or Internet Service Provider.

Except as otherwise provided in the "Citibank's Responsibility to You" provision of Section O of this Agreement, Citibank and any Other Citigroup Affiliate: (a) none of Citibank, any Other Citigroup Affiliate, any Other Information Provider or any Other Citigroup Company is responsible for any consequential damages arising in any way out of the use of Citi Online; (b) the entire liability of Citibank, Other Citigroup Affiliates and Other Information Providers for your exclusive remedy with respect to the use of Citi Online shall be the replacement of any browser or other software; and (c) if any state or federal law or regulation states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states the limitation of liability for Citibank, Other Citigroup Affiliates and Other Software Suppliers is limited to the extent permitted by law.

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M. No Other Use.

Citi Online gives you access to services and information from Citibank, Other Citigroup Affiliates and Other Information Providers. Citi Online services, information and "look and feel" are proprietary property of Citibank, Other Citigroup Affiliates and Other Information Providers. You may not use and may not reproduce, sell or distribute all or any portion of the information provided to you by Citi Online.

N. Customer Service.

If you need assistance with Citi Online, or if you need to communicate with Citibank, telephone CitiPhone Bank.

U.S. Service Center
Citi Inquiries
100 Citibank Drive
P.O. Box 769004
San Antonio, TX 78245-9989

You agree that we may record the conversations our employees have with you. We do this from time to time to ensure that your instructions are followed.

Customer Service can help resolve any Citi Online problems, but Customer Service is not authorized to waive any Citigroup policy.

O. Electronic Messages.

Because normal Internet e-mail transmissions may not be secure, you agree to contact us electronically only by e-mail for all communications regarding your account electronically and will not attempt to circumvent receiving any messages by other means. All electronic communications are made available to you. You may print a copy of such communications using the "print" function of your software. You may also contact Customer Service by contacting Customer Service as provided in Section N.

P. Severability.

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

Q. Our Responsibility to You.

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreed terms, we will be liable for the amount of the transfer. We will not be liable, for instance:

1. If, through no fault of ours, you did not have enough money in your account to make the transfer.
2. If the transfer would have caused you to exceed your available credit.
3. If the automated teller machine where you are making the transfer did not have enough cash.

4. If you knew the Citibank proprietary ATM, network cash machine or POS outlet terminal was out of order a
5. If circumstances beyond our control, or natural disasters such as fire or flood, prevented the transfer, desp
6. There are other exceptions stated in our agreement with you, such as:
 - a. if we fail to stop payment on an automatic recurring transfer as you requested, but we did not receive scheduled to be made, or
 - b. if, through no fault of ours, the money in your account was attached, subject to legal process or was b
 - c. if you are trying to defraud us.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO BE BOUND BY ALL OF ITS TERMS

Agreement to Terms and Conditions of User Agreement

Information Provided Electronically. In order to use the Citi Online services, you must consent electronically to i and any amendments to it. You may withdraw your consent to having this information provided to you electronic registered user. Withdrawing your consent in this manner will not prevent you from re-enrolling for these service

Required Equipment. In order to use the service and to view and retain a copy of the terms and conditions cont browser with 128-bit encryption; and either a printer or a disk drive or other storage device. You can also obtain

Consent by Customer and Agreement to Terms and Conditions. By Clicking "I Agree" below, you acknowledge requirements; and (2) to receive electronically information about the Citi Online services, including the User Ag and understand an electronic copy of the User Agreement and agree to be bound by all the terms and condition